

MEETING NOTICE: PARK BOARD FOR VILLAGE OF WINNECONNE

Amended Agenda For:

Tuesday, November 1, 2016 @ 4:30 p.m. at Village Hall, Annex Location, to consider;

Call to Order
Public Participation
Communication
Approve Minutes from October 4, 2016 meeting
Operations Progress:
 Grounds Update – DPW Ruetten

Old Business

Watercraft Rentals – (Tabled until Fall Bring forward for Spring)
Marble Park Trail Extension:
Michael Sommers – Marble Park Basket Ball Court
 - Discussion
 - Update
Budget Discussion
YMCA Agreement Proposal
 - Discussion
 - Recommendation
Sovereign State Park Use Agreement
 - Discussion
 - Recommendation

New Business

Comprehensive Parks & Rec Plan
 - Discussion
 - Recommendation

Set next meeting date and adjourn

Kirk Ruetten
Public Works Director

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.

Park Board Meeting

October 4, 2016

4:30 p.m.

Park Board meeting was called to order at 4:32 p.m.

Members present: Stanek, Falk, Lehr, Beiser, and Reetz.

Members absent: None

Others present: DPW Kirk Ruetten, and Jordan Dunham.

Public Participation

- None

Communication

- None

Approve Minutes from September 6, 2016 Park Board Meeting,

MOTION by Lehr, seconded by Stanek, to approve the minutes of the September 6, 2016 Park Board meeting. Carried by voice vote. Falk and Reetz, abstain.

Operations Progress:

Grounds Update – Mike Cook

Update given by DPW Ruetten

- Volunteers planting trees on Monday October 10, 2016.

Old Business

Watercraft Rentals – (Tabled until Fall bring forward for Spring)

- Tabled

Marble Park Trail Extension

- Estimated cost \$20,000 with asphalt

Marble Park Basketball Court – Michael Sommer

- Reetz to touch base with Mr. Sommer.
- Possibly work with WCAF - see Andy Beiser.

Plant a Tree Day – October 15th

- \$2000.00 ended up being \$1894
- 4 at LWP; 2 at Waterfront; 8 at Marble Park
- Looking for volunteers - perhaps call Trees by Brady - get number from Andy
- Ask Kirk for list of trees
- 23 trees in cemetery - planting a total of 35 trees next week.

Reetz excused at 4:44 p.m.

New Business

Establish New Key Deposit Policy

- Discussion - currently \$25 key deposit
- Recommendation to increase the key deposit to \$100.00

MOTION by Stanek, seconded by Beiser, to recommend the Village Board increase the key deposit to \$100.00. Carried by voice vote.

Dog Park Sign Permit

- Discussion
 - Request to install sign for dog park near the current sign.
 - Recommended hand sign of fence by entrance to dog park.
- Recommendation

MOTION by Stanek, seconded by Lehr, to recommend the Village Board approve to mount a wall sign on fence near the entrance to the dog park. Carried by voice vote.

Budget Discussion

- Reviewed by DPW Kirk Ruetten.
- In the process of updating account codes – removing old codes not being used; adding new codes; and changing descriptions to be more accurate.
- Below budget due to YMCA.
- Suggested if the park is below budget . . . please take care of the weeds under the fences at the parks.
- Reviewed capital improvement projects for the parks.
 - Sink required in beach house to sell concessions.
 - Shelter updates.
 - Replaced aerator pumps in 2015. Probably have to replace again in 2018.
 - Largest fecal count was between 4 and 5 ; allowed up to 200.
 - Planning on draining park every other year.
 - Seawall at Lake Winneconne Park – to be done next year weather permitting.
 - Barn updates – repaint floor.
 - Bathrooms – making bathrooms ADA compliant. Lake Winneconne Park.
 - Piling caps at Waterfront Park and North 1st Street boat landing.
 - Suggested obtaining prices for strobe light option.
 - Sealcoating North 1st Street boat landing.
 - Total of \$75,500 budget for park capital improvements for 2017.

YMCA Agreement Proposal

- Discussion
 - Met with YMCA – they provided records for 2016.
 - Would like to continue next year.
 - YMCA Recommendations
 - o Co-ed league for 10U.
 - o Improve field scheduling
 - o Start earlier next year with advertising.
 - o Add more swimming lesson classes
 - o No park activities for 2017 – poor attendance.
 - o Inflatables – recommend separating obstacle course for safety reasons.
 - o Pricing – remain the same for 2017.
 - WYDC had expressed interest about running the rec program.
 - o However, when DPW Ruetten asked the vice-president of the WYDC he knew nothing about it.

MOTION by Stanek, seconded by Lehr, to move forward with discussion with YMCA for 2017.
Carried by voice vote.

Sovereign State Park Use Agreement

- Standard agreement similar to WYDA and WAA.
- Five year agreement.
- Typically turn over control of Waterfront Park and Marble Park to Sovereign State Committee for the weekend.
- Require Sovereign State Committee to submit and changes from previous year to Park Board on or about May of each year.
- Finalize draft agreement and give to
- State Committee for approval; and then back to Park Board for final approval.
- Swim area – would like opportunity to work with YMCA.
- Permitted use – entire park.
- Storage – Sovereign State does not have storage. Requests use of Waterfront Pavilion for storage. Sovereign State to provide shelving and keep organized.
- Discussed maintenance – expectations versus reality.
 - o Specify what is to be done by Village and what is to be done by the Sovereign State Committee.
 - o Opportunity to Sovereign State Committee to hire village staff for use of equipment.
 - o Village already provides electricity; staff; \$1000 donations; and staff for park preparation before event and cleanup after event.
- Jordan Dunham
 - o Hope to have more volunteers

- DPW Ruetten stated that the DOT requires 2018 dates.
- Willing to work with Village.
- Inquired about conflict of interest with attorney reviewing agreement (Emily)
No worries. Village interest first.
- Inquired about reserving boat slips for venetian boat parade.
 - Increase fee for weekend.
 - Enforcement issues.
- Lani Stanek, recommended selling 50/50 raffle tickets during parade. Then last float displays the winning lottery ticket number. Huge success where her daughter lives.

MOITON by Lehr, seconded by Stanek, to adjourn to November 1st at 4:30 p.m. Carried by voice vote.

6:05 p.m.

Jacquie Stelzner
Clerk-Treasurer
Village of Winneconne

Set next meeting date and adjourn

PARK USE AGREEMENT BETWEEN THE VILLAGE OF WINNECONNE AND SOVEREIGN STATE DAYS OF WINNECONNE INC.

An agreement between the Village of Winneconne, WI and the Sovereign State Days of Winneconne Incorporated (SSD) a non-profit organization, for the use of an area of land in Arthur Marble Park, Waterfront Park, and their facilities so that SSD can carry out its annual Sovereign State Days celebration for the community.

ARTICLE I – BACKGROUND

1. The Village of Winneconne (The Village) owns Arthur Marble Park (Marble Park), a park approximately 43.5-acre parcel located on the west side edge of the Village. Marble Park is home to a four-acre swimming pond, four (4) baseball/softball fields (the “Ball Fields”), basketball courts, archery range and toddler/youth playground equipment. Two shelters are available to rent for private use (the “Shelter Facilities”), with the Large Shelter having access to the concession stand. The channel through Marble Park is a favorite fishing location and is bounded on two sides by an improved walking path, which is handicap accessible and has handicap fishing spots.
2. The Village also owns Waterfront Park (Waterfront), a park approximately 1-acre parcel located along the west side of the Wolf River in downtown Winneconne. There is one multi-use shelter on the property consisting of a performance stage, storage room, and a concession area. The property also has a public boat dock area with access from the Wolf River.
3. The Village has had a long standing informal agreement with the SSD to provide the use of Marble Park and Waterfront for their annual Sovereign State Days celebration. Based on this informal agreement, SSD has conducted the event on Village property and within the street right-of-way for little cost. The general public has enjoyed use of the park facilities when they have not been in use for the SSD program.
4. The Village and SSD have now determined that it is in their mutual best interest to formalize their relationship in regard to the use and maintenance of Marble Park and Waterfront through the preparation and execution of a written agreement.

ARTICLE II – PURPOSE OF AGREEMENT

The purpose of this agreement is to:

1. Provide the terms and conditions under which the SSD can continue to use both Marble Park and Waterfront Park for the annual celebration as well as for annual storage of their staff or board event items.
2. Define operational and maintenance responsibilities.
3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

ARTICLE III – DURATION OF AGREEMENT

1. This Agreement shall extend for a term of five (5) years from the date the Agreement is executed by the Parties and shall allow for renewal of this Agreement after said date with approval of both Parties.
2. Prior to the expiration of this Agreement, SSD may apply to the Village for a renewal or extension. The renewal or extension will be granted only upon the written consent of the Parties; which extension agreement must be executed prior to the expiration of the previous period.
3. The Agreement shall be considered null and void if the Agreement is not renewed after the life of the Agreement.

ARTICLE IV – EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

ARTICLE V – PERMITTED USES

SSD use of Marble Park and Waterfront Park is allowed under the following conditions:

1. The entire Marble Park and Waterfront Park, will be turned over to the SSD for the duration of the event except for the Pool area and the Historical Museum area of Marble Park. SSD shall not use or permit the use of the Pool and Museum Facilities to be used for any purpose without prior written approval of the Village of Winneconne. SSD is authorized to establish and collect reasonable fees and or donations from tournament teams to offset their operating costs.
2. On or about May of each year, SSD will provide any changes from the previous year event, along with the planned schedule of events and dates, to the Village of Winneconne Director of Public Works. The Village of Winneconne Director of Public Works retains the right to make adjustments in Parks use based upon the information provided, in order to facilitate Park schedules, maintenance and repairs.

ARTICLE VI – PERIOD OF USE

1. Use of the two parks are limited to the scheduled Summer Sovereign State Days celebration dates and times described or established above. All use must be concluded by September 1st and any SSD use beyond that date must be requested and approved in writing by the Village of Winneconne Park Board. Approval of such request will not be unreasonably withheld. SSD shall not be responsible for maintenance and repair of the parks following the conclusion of the Period of Use.

ARTICLE VII – USE BY OTHERS

1. The Village of Winneconne retains the right to allow and approve Marble Park, Waterfront Park, Ball Fields, Shelter Facilities Equipment, and Grounds use by others during the times when SSD is not scheduled to use the any of the facilities as noted above.

ARTICLE VIII – PROPERTY

1. At the time of this Agreement, SSD does not own the Ball Fields, Shelter Facilities, Equipment or any improvements there to, including, without limitation, any materials, buildings, fences, backstops or other fixtures, improvements or real estate located in Marble Park or Waterfront

Park. All ownership rights to such items belong to the Village of Winneconne. In the event this ownership changes, any property listed and approved by the Village of Winneconne Parks Board for storage in the Waterfront Park pavilion will remain in the ownership of the SSD until the termination or expiration of this Agreement. At the termination or expiration of this Agreement SSD shall have ninety (90) days to notify the Village of its intent to remove all SSD owned property. SSD shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in section XVI.2. Any SSD property not removed shall become the property of the Village.

2. Any improvements to or expansion of Marble Park, Waterfront Park, the Shelter Facilities, Grounds or the Equipment or any other related facilities performed by the SSD shall become the property of the Village after installation or construction is complete and the Village Board has accepted such improvement. After acceptance by the Village Board, any such improvements will be maintained by the Village.

ARTICLE IX – IMPROVEMENTS

1. Park facility improvements, proposed by the SSD for installation or modification after the date of this Agreement, must be requested and approved by the Village Board. No improvements will be installed or provided by the SSD without the written permission of the Village Park Board or the Director of Public Works, after approval by the Village Board. This permission will be granted provided it can be shown the improvement will provide a benefit to the community and the SSD participants and will not detract from the appearance and function of the park.
2. SSD shall obtain any and all local, state or federal permits associated with the park facility improvements prior to installation.
3. Any park facility improvements made by the SSD, either voluntary or monetary, will become property of the Village as set forth above unless otherwise agreed upon prior, in writing, by the Village Park Board. Should an improvement be made without the permission of the Village, the Village has the right to direct SSD to remove the improvement within thirty (30) days at the SSD cost. If the improvement is not removed within 30 days, the Village may remove the improvement and bill SSD for all related costs and will be entitled to full payment for those removal costs.

ARTICLE X – MAINTANANCE

1. Maintenance by SSD during use of Marble Park and Waterfront Park:
 - a. Shall maintain all dirt cut out surfaces in such a manner as to keep the Ball Fields in a safe, playable condition and or return to original condition. This maintenance shall include but not be limited to, weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, installation and maintenance of nets, installation and maintenance of advertising, control of mud, and replacement of unsuitable dirt.
 - b. Shall have the right to hire a Village employee, outside of normal work hours, at their current rate, for maintenance, during the prescribed times listed above, and use of all Village equipment related to maintenance.
 - c. Shall maintain and manage the facilities in both Marble Park and Waterfront to include regular cleaning during use.

- d. Shall provide litter control to Marble Park and Waterfront areas daily or as needed, during the prescribed use times and dates, and shall keep the areas free of litter.
 - e. Shall maintain the storage area in the Waterfront Park pavilion throughout the year in a way that does not prohibit access to utilities or other uses for the facility.
 - f. Shall be responsible for any and all permits for selling goods and services during the prescribed events above.
2. Maintenance by the Village:
- a. All maintenance provided for Arthur Marble Park is in accordance with the Village Standard Operating Procedures (SOP).
 - b. The Village will supply the Field liner and field rakes and shovels for SSD maintenance.
 - c. The Village shall place requested picnic tables/benches out as outlined in the event map.
 - d. The Village shall place "No Parking" signs along the parade route in advance of the event date as outlined in the event map.
 - e. The Village shall conduct additional trash pick-up the mornings of the event.
 - f. The Village shall place desired traffic control devices along parade route and provide traffic control as requested during the annual prep meeting between Village staff and SSD.
 - g. The Village shall provide additional police efforts for traffic control as requested during the annual prep meeting between Village staff and SSD.
3. Maintenance by SSD to a higher standard than identified in Article X (2) is allowed, provided that SSD assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Village laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

ARTICLE XI – RESPONSIBILITY FOR COSTS

- 1. The Village will assume the costs for services noted in Article X(2); the costs of repairing or replacing facilities owned by the Village, unless damaged by SSD; and the costs of improvements determined to solely meet the general community's interests.
- 2. The Village and SSD will share in the costs of improvements that are determined to have benefit between SSD participants and the general community. The installation of such improvements and the amount of the shared cost will be negotiated, based on the benefit.
- 3. The Village agrees to give an annual donation to SSD of \$1,000.00. This can be used by the SSD to offset the costs of insurance or as they see fit.

ARTICLE XII – PARKING AND TRAFFIC CONTROL

1. During the annual Sovereign State Days celebration use, SSD will assign as many members of the organization as necessary to manage and control parking to pavement areas only, and to keep fire lanes and access for emergency vehicles clear.

ARTICLE XIII – RULES, LAWS, AND ORDANANCES

1. SSD agrees to abide by and uphold the policies and ordinances of the Village of Winneconne and the laws and regulations of the State of Wisconsin, including those which regulate the operation of food and beverage serving facilities.

ARTICLE XIV – RIGHT TO ENTER

1. The Village shall have the right to enter the either park or their accompanying facilities during SSD use for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XV – TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of ninety (90) day's written notice of the Party's intent to terminate.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the Village or SSD, shall be returned to said Party.
3. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement after written notice of such breach and failure to cure within 30 days of such notice.

ARTICLE XVI – SCHEDULED MEETINGS

1. By April 1 of each year, the SSD President shall meet with the Village Administrator for the purpose of reviewing and planning; identification of SSD numbers of participants and scheduled dates of events; maintenance needs; planned event locations; concerns and policies and practices to be followed.

ARTICLE XVII – LIABILITY

1. SSD shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all SSD uses of Marble Park and Waterfront Park, including, without limitation, the Ball Fields, Shelter/Storage Facilities, Equipment and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The Village shall be named additional insured for said policy or policies, and a certificate of insurance so naming the Village, along with a copy of the policy binder, shall be provided to the Village within fifteen (15) days of the effective date of the policy.
2. The Village shall be provided with at least 30 days' prior notice in the event of cancelation of SSD's liability insurance coverage. Upon cancellation or termination of such insurance for any reason, SSD's use of Marble Park and Waterfront Park shall immediately cease until such insurance is reinstated and proof is shown to the Village Administrator of the same.
3. Each time this Agreement is extended or renewed, the Village reserves the right to review and adjust the minimum amount of insurance coverage required of the SSD.

ARTICLE XVIII – INTERPRETATION

1. This Agreement has been and shall be constructed as having been made and delivered in the State of Wisconsin, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action pursuant to this Agreement shall be in the circuit courts of Winnebago County.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

ARTICLE XIX – AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent of the Parties shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XX – ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein.

ARTICLE XXI – RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXII—NOTICE

1. Any notice required by this Agreement shall be considered made when delivered in writing to the following via personal delivery, certified mail, email (if any email address is provided below or facsimile (if a facsimile number is provided below):

The Village: Village of Winneconne
c/o Village Administrator
30 S. First St.
Winneconne, WI
administrator@winneconnewi.gov

SSD Sovereign State Days of Winneconne, Inc.
c/o Board of Directors

IN WITNESS THEREOF, the Village of Winneconne and the WAA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 20____.

Village of Winneconne

Sovereign State Days of Winneconne, Inc.

By: _____
John Rogers Village President

By: _____
President of the Board

Attest: _____
Jacquin Stelzner, Village Clerk

By: _____
Vice President of the Board

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017 by and between the Village of Winneconne, a municipal corporation (the "Village") and the YMCA of Oshkosh, a charitable organization (the "YMCA").

RECITALS

- A. WHEREAS, the Village is the owner of Arthur Marble Memorial Park (the "Park") which includes several ball diamonds and playgrounds (the "Ball Park") as well as a man-made swimming pond with sand beach, slides, dock and inflatable swim toys (the "Swim Area"; collectively, the Park and all of its improvements and facilities shall be referred to herein as the "Park Facilities");
- B. WHEREAS, in past years, the Village has operated or made agreements to have operated the following programs at the Park: incrediball, T-ball, and baseball ~~and softball~~ ~~(take out softball)~~ recreational programs (the "Baseball Programs"); youth swimming lessons on weekday mornings (the "Swimming Lessons Program") and open, lifeguarded recreational swimming for all ages during the afternoons and weekends ("Open Swimming Program", and all three collectively, the "Programs");
- C. WHEREAS, the Village and the YMCA have agreed that the YMCA shall organize, facilitate and manage the Programs for the 2017 summer season and the Village shall maintain the Park Facilities; and
- D. WHEREAS, the parties are entering this Agreement to set forth the terms and conditions and the rights and responsibilities of the parties regarding the operation of the Park and the Programs.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Recitals. The foregoing recitals are adopted by the parties, incorporated herein by reference and made a part of this Agreement.
- 2. Term of the Agreement. The Agreement shall commence on January 1, 2017 and end on September 5, 2017 (the "Term"). The YMCA shall have the right, commencing January 1, 2017 to enter the Park to inspect the Park Facilities and make any necessary inspections or preparations to prepare the Park and the Park Facilities for the provision of the Programs.

3. Obligations of the Village:

- A. The Village shall install and maintain all of the Park Facilities, including the large inflatable toys, as further set forth on Exhibit A, attached hereto, in a good and workmanlike manner for the term of this Agreement.
- B. The Village will supply the equipment set forth on Exhibit A, attached hereto, for the YMCA to utilize in the provision of the Programs.
- C. In the event the YMCA reports an issue to the Village that indicates that the YMCA reasonably believes that the Park or the Park Facilities is in need of repair to allow the YMCA to continue to safely provide the Programs, the Village agrees to take all reasonable and continuous efforts to repair the same. If the Village fails to respond within 12 hours for a situation deemed an emergency, or 48 hours in a situation not deemed an emergency, the YMCA shall have the right, but not the obligation, to make the requested repairs to the Park or the Park Facility and invoice the Village for the same. Any such invoices presented to the Village pursuant to this Paragraph shall be paid by the Village within 14 days.
- D. Upon request of the YMCA, the Village shall place and maintain facility safety signage that the YMCA reasonably believes are necessary for the safety and well being of the participants in the Program (e.g., relating to the presence of firearms, alcohol and drugs).
- E. The Village shall allow the YMCA to place signage advertising the Programs are being operated by the YMCA.
- F. The Village agrees to cooperate with the YMCA in the event the YMCA believes it necessary to remove or ban an individual from participating in the Programs or being present at the Park.

4. Obligations of the YMCA:

- A. The YMCA shall organize, facilitate and manage the Programs with at least the quality of form and substance as the Village has maintained in past years and consistent with the YMCA's mission, program philosophy and standard program operations. The YMCA shall set rates consistent with its current program as more fully set forth on Exhibit B, attached hereto.
- B. The Open Swimming Program shall be offered from ~~at least the last day of school for students in the Winneconne Community School District (currently scheduled for June 1, but possibly June 2, if there is another snow day)~~ to September 5;

~~(looks like this would be June 3rd - August 27)~~ June 3 to August 27, 2017, weather permitting, with a discount provided to Village residents.

- C. The YMCA shall operate the concession stands located in the Swim Area beach house and on the Ball Park consistent in substance and form with the management of the concession stands in prior years.
- D. At all times, the YMCA will adhere to Red Cross safety standards and all other applicable safety standards.
- E. The YMCA shall be responsible for recruiting, hiring and managing all employees necessary to run the Programs and such employees will be employees of the YMCA not the Village. The YMCA shall be responsible for purchase of all employee uniforms, equipment or other employee needs. The YMCA shall be responsible for payment of wages and other benefits including taxes, social security as necessary.
- F. The YMCA shall advertise and promote the Programs in the YMCA's customary manner.
- G. The YMCA shall be responsible for recruiting, background checking and organizing any volunteers for the Programs.
- H. The YMCA shall use the Park Facilities with ordinary care and shall report any issues or problems promptly to the person designated by the Village to oversee the maintenance of the Park Facilities, who shall initially be Michael Cook. The YMCA shall be responsible for damages to the Facilities above ordinary wear and tear that are caused by the negligence of the YMCA, its employees, volunteers or agents, which negligence shall include the failure to report a problem.
- I. The YMCA shall provide such equipment and YMCA policy specific signage as it deems necessary to provide the Programs as contemplated herein. Any such signage or equipment provided by the YMCA shall remain the property of the YMCA and may be removed by the YMCA at any time.
- J. The YMCA shall provide monthly reports to the Village via email to administrator@winneconnewi.gov and jstelzner@winneconnewi.gov of attendance numbers in each Program, all revenues received and the sources of such revenues.
- K. In consideration of maintaining the Park Facilities, the YMCA shall pay Five Hundred and no/100 dollars (\$500.00) to the Village on or before July 1st, 2017.

5. Consideration/Revenues. As consideration for performing its responsibilities under this Agreement, the YMCA shall retain all revenues from the Programs and operation of the concession stands.
6. No Exclusive Use or Lease. The parties acknowledge and understand that the YMCA is using the Park Facilities for the limited purposes in this Agreement and that the Park Facilities remain the property of the Village. The parties acknowledge and understand that the Park Facilities are shared by other organizations and the Village and that simultaneous use may occur, so long as such use does not interfere with the YMCA's ability to operate the Programs as set forth herein.

Notwithstanding the foregoing, the YMCA shall have exclusive use of the Ball Park and the concession stands during the times of the Baseball Programs

7. Indemnification. The YMCA agrees to and shall hold the Village, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage caused by or arising from the negligence of the YMCA in the performance of its obligations under this Agreement. The Village agrees to and shall hold the YMCA, its officers and employees harmless from any liability for claims of damages for personal injury or property damage caused by, or arising from, the negligence of the Village in its performance of its duties under this Agreement.

All obligations of the Village under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in Sec. 893.80 Wis Stats., which shall be applied to both contractual and tort liability of the Village with respect to this Agreement, and nothing herein constitutes a waiver by the Village of the terms of that statute despite any provision herein to the contrary.

8. Insurance. The YMCA shall carry the following types and minimum limits of insurance:

Bodily Injury \$2,000,000
Accidental Death \$2,000,000 per person per accident
Property Damage \$1,000,000

Such policies may not be canceled without thirty (30) days written notice to the Village and shall name the Village as an additional insured, evidence of which shall be provided in the form of insurance certificates to the Village within fifteen (15) days after execution of this Agreement.

The Village shall carry the following types and minimum limits of insurance:

Bodily Injury \$2,000,000
Accidental Death \$2,000,000 per person per accident
Property Damage \$1,000,000

Such policies may not be canceled without thirty (30) days written notice to the YMCA and shall name the YMCA as an additional insured, evidence of which shall be provided in the form of insurance certificates to the YMCA within fifteen (15) days after execution of this Agreement

Nothing herein shall be construed as authorizing or permitting the insurers of either party to this Agreement to be subrogated to any of either such party's rights against the other party, such right of subrogation being hereby expressly waived and disclaimed by both parties. This waiver of subrogation shall not be enforced if it will invalidate or impair the coverage under any policy.

9. Notices. Any notices required or allowed to be given under the terms of this Agreement, or any other document executed in connection with the transaction contemplated by this Agreement, shall be considered to have been given and sufficient if in writing and personally delivered or mailed by registered or certified mail or email to the party at the address set forth below, or at such other address as may be subsequently designated by such party in writing.

Village: Village of Winneconne
c/o Mitchell Foster, Village Administrator
30 S. 1st Street
Winneconne, WI 54986
administrator@winneconnewi.gov

YMCA: Oshkosh Community YMCA
c/o Jeff Schneider, Senior Vice President
3303 W. 20th Avenue
Oshkosh, WI 54904
jeffschneider@oshkoshymca.org

10. Default. If the YMCA is not performing its responsibilities as set forth in this Agreement, then it shall be considered to be in default upon receipt of written notice of such default from the Village. The YMCA shall then have ten (10) calendar days to cure such default, in the case of a non-emergency default, or twenty-four (24) hours in case of an emergency default, unless a shorter timeline is provided for herein. An emergency default shall be one that threatens the safety of persons. If the Village is not performing its responsibilities as set forth in this Agreement, then it shall be considered to be in default upon receipt of written notice of such default from the YMCA. The Village shall then have ten (10) calendar days to cure such default in the case of a non-emergency default, or twenty-four (24) hours in case of an emergency default, unless a shorter timeline is provided for herein.

11. Termination. If a Default persists beyond the allowed time for cure, and the defaulting party is not making reasonable efforts to cure, then the non-defaulting party may terminate this Agreement with ten (10) days written notice to the defaulting party.
12. Authority of the Village and the YMCA to Temporarily Suspend Programs. The Village and/or the YMCA shall have the authority to temporarily shut down any of the Programs or Park Facilities due to a threat to the health or safety of the participants for such time as the threat persists. Such threats shall include, without limitation, unsanitary conditions, damage to the Park Facilities, or severe weather. The Village and/or the YMCA, as applicable, shall use its best efforts to mitigate such threats that are under its control in a timely manner so that the Programs may resume as quickly as possible.

In addition, the YMCA shall have the authority to cancel or suspend any of the Baseball Programs, if participation does meet the minimums set forth on Exhibit B.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other oral or written agreements previously made between the parties regarding its subject matter. No change, modification or addition to this Agreement shall be valid unless in writing and signed by or on behalf of all of the parties to this Agreement.
14. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same Agreement. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part thereof.
15. Facsimile/Email/Photocopy. A facsimile/email/photocopy copy of this Agreement bearing the signatures of all of the parties shall be binding upon the parties and shall have the same force and effect as an original.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and any dispute hereunder shall be brought in the circuit court for Winnebago County, Wisconsin.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

VILLAGE OF WINNECONNE

By: _____
John Rogers, Village President

Attest: _____
Jacquin Stelzner, Village Clerk

YMCA OF OSHKOSH

By: _____

Name: _____

Title: _____

EXHIBIT A
PARK FACILITIES AND VILLAGE SUPPLIED EQUIPMENT

Baseball/Softball Equipment

Item Description	Quantity	Location
SB112L Softball	42	
SB111L Softball	5	
DFX-11RFPSC Softball	58	
12-RFPK 47 ASA	24	
SB-12 Green Dot "Yellow" Softball	3	
SB-12 Green Dot "White" Softball	7	
A1228 Youth League Tee Balls	22	
Easton Black Magic Series Caters Box Set Youth	3 set	
Champro Sports CG28 Youth Knee Relief	3 pr	
CHPA042 Strike Counters	7 each	
First Aid Kits	3 kit	
New Black Batting Helmets Large	12 each	
Easton Training Stick (new)	1 each	
Louisville Slugger "Blue Flame Pitching Machine"	8 each	
Hard Balls Dol-1 BPA	11 dozen/11 boxes	
Duffle Bags 22x38 GI style	10	
Duffle Bags 42LX25D Deluxe Shoulder Strap	10	
Duffle Bags White Bags	8	
Baseball Pants – Small	9	
Baseball Pants – Medium	8	
Baseball Pants – Large	18	
Baseball Pants – Extra Large	51	
Complete Umpire Set (1mask, 1chest guard, 2 leg guards)	5	
Complete catchers set (1 mask, 1 chest guard, 2 leg guards)	2	
With glove	6	
Girls Helmets	4	
Boys Helmets	1	
Extra catcher helmets	9	
Extra catcher chest guards	8	
Plastic pitcher plates	8	
Plastic bases	11	
Tee ball stands	2	
Assorted Bats	35	

1 Small leg guard	1	
1 Large leg guard	1	
T-ball stands	7	
Complete set softball	8	
6 Helmets with face shields		
20 Balls		
4 Bats		
Complete catchers (mask, chest, leg guards & glove)		
2 Duffle bags		
First Aid Kit		
Complete set Baseball	11	
6 Helmets without face shields		
20 Balls		
Complete catchers (mask, chest, leg guards & glove)		
2 duffle bags		
First Aid Kit		
Complete Incredi Ball	4	
4 Bats		
12 Balls		
1 Face shield		
4 Bases		
1 Pitchers plate		
1 First Aid Kit		
Without First Aid Kits	2	

Swimming Area Equipment

Item Description	Quantity	Location
Back Board	1	Beach House
Life Guard Tubes	8	Beach House
Boat cushions	4	Beach House
Oars	6	Beach House
Umbrellas	3	Beach House
P.A. system and microphone	1	Beach House
Telephones	2	Beach House
Refrigerator	1	Beach House
Pop cooler	1	Beach House
Freezer	1	Beach House
Time clocks	2	Beach House
Ice Cream Freezer (Credar Crests)	1	Beach House
Cash Register	1	Beach House
Portable Life Guard Chairs	2	Beach House
Outside Clock	1	Beach House

Inside Clock	2	Beach House
Desk and chair	1	Beach House
White benches plastic	7	Beach House
Wood benches	10	Beach House
Picnic tables	6	Beach House
Rakes	4	Beach House
Shovels	3	Beach House
Broom	3	Beach House
Mop/bucket	1	Beach House
Boats	2	Beach House
Boat trailer	1	Beach House
Sand drags	3	Beach House
Inflatable splasher side	1	Beach House
Inflatable wibit hand	1	Beach House
Inflatable swim step	3	Beach House

Items Village Will Maintain but YMCA Will Have Non-Exclusive Use Of

Item Description	Quantity	Location
Back Board	1	Red Garage
Pitching Machine	8	Red Garage
DC 1804T Battery Charger	1	Red Garage
9034 9.6V Batteries/DC1804 TCharger	2	Red Garage
DC 1411 Battery Charger	1	Red Garage
C&L 10024/CTL 10024, 9.6V/DC 1411 Battery charger	2	Red Garage
All American Scoreboards/MP-3351R/73 Controller	1	Red Garage
Daktronics/OA 1110-0053/SIN 3674 Controller/Charger	1	Red Garage
Squeegees	2	Red Garage
Round shovels	2	Red Garage
Square flat shovels	2	Red Garage
Push Brooms	2	Red Garage
Rakes/Garden	2	Red Garage
Landscaper rake	1	Red Garage
Dirt tamper	1	Red Garage
Batter Box Chalk template	2	Red Garage
Score Books, pen and pencils	11	Red Garage
Umpire Indictors/brushes	5 indicators 7 brushes	Red Garage
Clip Boards	5	Red Garage
Incredaball 1 st base	3	Red Garage
Incredaball bases	7 old	Red Garage

Incredaball bases	5 new	Red Garage
Incredaball home plate	3	Red Garage
Pitcher's mound	3 temporary 2 permanent	Red Garage
1 st Bases	7	Red Garage
Other Bases	20	Red Garage
Temporary back stop netting	1	Red Garage
Dugout Screen	2	Red Garage
Miscellaneous Bases and Stakes		Red Garage
Electric Core on wheel base	1	Red Garage

Item Description	Quantity	Location
Rake/Broom	1	Crews Nest
Squeegee	1	Crews Nest
Flat shovel	1	Crews Nest
String Liners	4	Crews Nest
Line Chalkers	4	Crews Nest
Bags of Chalk	18	Crews Nest
Bags of Packing Clay	10	Crews Nest
Rapid Dry Bag	1	Crews Nest
Score Board Lights	22	Crews Nest
Bar Stools	5	Crews Nest
Fan	1	Crews Nest

EXHIBIT B
PROGRAM RATES

Oshkosh YMCA/Winneconne Price Structure
Program Minimums

BASEBALL

Age	League	YMCA-Member	Non YMCA Member
5-6	T-Ball	\$40	\$50
7-8	Pitching Machine	\$40	\$50
9-10	Player Pitch	\$50	\$60
11-12	Player Pitch	\$50	\$60
13-15	Babe Ruth	\$50	\$60

Minimums

T-ball (4 teams or 40 kids)
Coach Pitch (4 teams or 40 kids)
10U Baseball (4 teams or 40 kids)
12U Baseball (4 teams or 40 kids)
Babe Ruth Baseball (1 team or 10 kids)

MARBLE PARK SWIMMING

Swimming Pass Fees

Daily Pass	(25 years and under are free Should be 2yrs)	\$4
	Village Resident	Non-Resident
Youth Pass	(-16) 3-16	\$20 \$35
Adult Pass (16+)		\$35 \$50
Family Pass		\$50 \$65

Swim Lessons

The YMCA will run a minimum of our Pike-Fish level classes at least twice a summer. Due to changes in the YMCA of the USA curriculum, this area can-not be detailed out at this time. It appears we are moving from a 6 week session to an 8 week session which will impact the cost slightly. The names of the classes will also change.